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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
CENTRAL DIVISION**

SUPER CHEFS, INC., a California  
Corporation,

Plaintiff,

vs.

SECOND BITE FOODS, INC., a  
Minnesota Corporation, dba STONE  
GATE FOODS; TRUDEAU FOODS,  
LLC, a Delaware Limited Liability  
Company, dba STONE GATE  
FOODS; UNITED NATURAL  
FOODS, INC., a Delaware  
Corporation; and DOES 1 through  
100.

Defendants.

**CASE NO. 2:15-cv-00525-SJO-FFM**

**PLAINTIFF SUPER CHEFS, INC.'S  
FIRST AMENDED COMPLAINT  
FOR:**

- **BREACH OF WRITTEN  
CONTRACT (CONFIDENTIALITY  
AGREEMENT)**
- **BREACH OF WRITTEN  
CONTRACT (COMMISSION  
AGREEMENTS)**
- **FRAUD**
- **NEGLIGENT  
MISREPRESENTATION**
- **INTENTIONAL  
INTERFERENCE WITH  
PROSPECTIVE ECONOMIC  
RELATIONS**
- **NEGLIGENT INTERFERENCE  
WITH PROSPECTIVE ECONOMIC  
RELATIONS**
- **UNFAIR BUSINESS PRACTICES  
(B&P §17200 et seq.)**
- **ACCOUNTING**
- **DECLARATORY RELIEF**
- **INJUNCTIVE RELIEF (FRCP 65)**

**DEMAND FOR JURY TRIAL  
[FRCP 38(b)]**

1 Plaintiff SUPER CHEFS, INC. ("SUPER CHEFS") hereby complains and  
2 alleges as follows:

3 1. This Court has jurisdiction under 28 USC §1332. SUPER CHEFS is  
4 a citizen of Nevada. SUPER CHEFS believes that SECOND BITE FOODS, INC.  
5 dba STONE GATE FOODS ("STONE GATE") is a citizen of Minnesota. The  
6 amount in controversy exceeds \$75,000.

7 2. By written agreement, DEFENDANTS have consented to the  
8 jurisdiction of this Court and to the laws of California as the governing substantive  
9 law.

10 3. Venue is proper in this judicial district pursuant to 28 USC  
11 §1391(b)(2) as a substantial part of the events giving rise to SUPER CHEFS'  
12 claims occurred in this judicial district. By written agreement, DEFENDANTS  
13 have waived any objection to venue.

14 4. SUPER CHEFS is, and at all times mentioned in this Complaint was,  
15 authorized to operate in the State of California and authorized and qualified to do  
16 business in the County of Los Angeles. SUPER CHEFS is a Nevada corporation  
17 with its headquarters in Los Angeles, California.

18 5. Defendant STONE GATE is, and at all times mentioned in this  
19 Complaint was, authorized to operate by the State of Minnesota and authorized  
20 and qualified to do business in the County of Los Angeles. STONE GATE is a  
21 Minnesota Corporation with its headquarters in South Shakopee, Minnesota.

22 6. SUPER CHEFS is ignorant of the true names and capacities of  
23 Defendants sued herein as DOES 1 through 100, inclusive, and SUPER CHEFS  
24 will amend this Complaint to state their true names and capacities when they have  
25 been ascertained.

26 7. SUPER CHEFS is informed and believes, and based thereon alleges,  
27 that at all times herein mentioned, Defendants, and each of them, were the agents  
28 and employees of each of their Co-Defendants and, in doing the things herein

mentioned, were acting in the course and scope of their authority as such agents and employees, and with the permission and consent of the other Co-Defendants.

### **COMMON ALLEGATIONS**

8. 7-Eleven, Inc. (“7-11”), one of the country’s largest convenience store operators, had been seeking a product which contained fully cooked bacon wrapped around a hot dog (“bacon dog”). Specifically, 7-11 required that the bacon be of sufficient length to provide acceptable coverage on the hot dog, and, for at least two hours on the roller grill, the fully cooked bacon must remain attached to the hot dog and the bacon dog must remain moist, while retaining an acceptable appearance. For years 7-11 had been seeking without success such a bacon dog to sell at its locations. 7-11’s need for such a product was not known to the general public.

9. SUPER CHEFS discovered 7-11’s search for a marketable bacon dog through Henry Lopez (“Lopez”), a former 7-11 executive with whom SUPER CHEFS had been working on another project. On April 3, 2012, SUPER CHEFS entered into a Consulting and Commission Agreement with Lopez, whereby Lopez would assist SUPER CHEFS to develop and market products such as the bacon dog.

10. With Lopez’s assistance, SUPER CHEFS began performing research and development on bacon dogs that would meet 7-11’s standards. SUPER CHEFS and Lopez did not publicize 7-11’s search for a workable bacon dog while SUPER CHEFS worked to develop one that met 7-11’s requirements.

11. After significant research and testing, SUPER CHEFS developed the “SLIT METHOD,” by which the bacon would be inserted into slits cut into the side of the hot dog and cooked using a special industrial oven, providing an efficient, economical means of ensuring that the bacon remained attached to the hot dog, the hot dog would remain moist and the bacon would not burn for a

1 minimum of two hours while on a roller grill, as 7-11 had been attempting to do  
2 for years without success.

3 12. During the research and development of the SLIT METHOD, SUPER  
4 CHEFS sought to enter into an agreement with a manufacturing company where,  
5 in exchange for said manufacturing company being provided with (1) details of the  
6 project and SUPER CHEFS' proprietary SLIT METHOD, (2) SUPER CHEFS'  
7 methodology and technology to mass produce the bacon dogs efficiently, and (3)  
8 access to SUPER CHEFS' contacts at 7-11 (hereinafter collectively referred to as  
9 "SUPER CHEFS' TRADE SECRETS"), the manufacturing company would  
10 provide its manufacturing facility or facilities and capability to mass produce the  
11 bacon dogs for 7-11 and other companies, and provide SUPER CHEFS with a  
12 commission per bacon dog sold to any and all companies.

13 13. Accordingly, SUPER CHEFS approached Cher-Make Sausage  
14 Company ("Cher-Make") to manufacture the bacon dogs. But before SUPER  
15 CHEFS would disclose to Cher-Make the nature and details of the endeavor,  
16 SUPER CHEFS insisted on a non-disclosure agreement. The two companies  
17 entered into a confidentiality agreement on October 28, 2012.

18 14. After hearing of the details of the project, Cher-Make informed  
19 SUPER CHEFS that it was not equipped for manufacturing of the bacon dogs but,  
20 on November 9, 2012, recommended to SUPER CHEFS a company doing  
21 business as "Stone Gate Foods" that might be better suited for the project.

22 15. Representatives of SUPER CHEFS met with representatives of  
23 STONE GATE and, on December 1, 2012, the two companies entered into a  
24 confidentiality agreement ("Confidentiality Agreement") similar to the non-  
25 disclosure agreement that SUPER CHEFS had previously entered into with Cher-  
26 Make. Under the Confidentiality Agreement, signed by Robert Eversman, as  
27 representative of STONE GATE, and Jerry Packer, as representative of SUPER  
28 CHEFS, the parties agreed to safeguard and not to reveal or use for any other

1 purpose any confidential information disclosed by the other side. The parties also  
2 agreed not to use any confidential information to “unfairly compete or obtain  
3 unfair advantage vis a vis Disclosing Party in any commercial activity which may  
4 be comparable to the commercial activity contemplated by the parties in  
5 connection with the [parties’ current business relationship].”

6 16. Under the Confidentiality Agreement, confidential information was  
7 defined to include “all information relating to formulas, manufacturing and/or  
8 production processes, recipes, customer lists and information, supplier lists and  
9 information, personnel of Disclosing Party, manuals, drawings, plans, designs,  
10 specifications, configurations, technologies or theory and all other information  
11 which may be disclosed by a Disclosing Party or to which a Receiving Party may  
12 be provided access to by a Disclosing Party, whether orally or in writing in  
13 accordance with this Agreement, or which is generated as a result of or in  
14 connection with the Business Purpose, which is not generally available to the  
15 public.”

16 17. Under the terms of the Confidentiality Agreement, SUPER CHEFS  
17 disclosed to STONE GATE the details of 7-11’s search for a bacon dog and  
18 SUPER CHEFS’ initial success to that point with the SLIT METHOD. Shortly  
19 thereafter, SUPER CHEFS (through Jerry Packer) and STONE GATE (through  
20 Robert Eversman) entered into a Pro-Forma Manufacturing and Commission  
21 Agreement (“Commission Agreement”). Under the Commission Agreement,  
22 SUPER CHEFS would be responsible for research, development and marketing,  
23 and STONE GATE would be responsible for purchasing ingredients and  
24 packaging materials, and taking and fulfilling orders related to customers. Under  
25 the Commission Agreement, the parties would agree on the selling price of the  
26 products sold and on the commission that SUPER CHEFS would receive for each  
27 product sold.

28 18. Over the next year, SUPER CHEFS’ research and development

1 personnel worked to refine the SLIT METHOD, including developing the  
2 knowledge of how bacon dogs using the SLIT METHOD could be produced  
3 efficiently for mass marketing; in particular, the necessity of cooking bacon dogs  
4 with a special industrial oven. SUPER CHEFS invested a tremendous amount of  
5 effort, time, and resources in researching and testing industrial ovens that could  
6 cook the hot dogs and bacon uniformly and efficiently in a manner that would  
7 satisfy 7-11's requirements on the roller grill, and developing techniques to mass-  
8 produce the bacon dogs. locating several special industrial ovens. STONE GATE  
9 suggested a tool for slitting multiple hot dogs at one time and ordered and secured  
10 a prototype for this purpose, but otherwise was not involved in the development  
11 process during this time frame.

12 19. After SUPER CHEFS developed the SLIT METHOD in conjunction  
13 with the special industrial oven, SUPER CHEFS kept the SLIT METHOD in  
14 conjunction with the special industrial oven a secret from the general public.

15 20. SUPER CHEFS has applied for a patent on the SLIT METHOD in  
16 conjunction with the special industrial oven. SUPER CHEFS' patent application  
17 is currently pending.

18 21. In or about February 2014, with the assistance of Lopez and his  
19 contacts at 7-11, SUPER CHEFS was able to meet with executives at 7-11 and  
20 provide samples of bacon dogs made by SUPER CHEFS using the SLIT  
21 METHOD in conjunction with the special industrial oven. 7-11 indicated that  
22 SUPER CHEFS had "broken the code" on the bacon dogs and that 7-11 was  
23 interested in test marketing the SLIT METHOD bacon dogs in some of its  
24 convenience stores, and, if sales of bacon dogs in the test markets were successful,  
25 7-11 would be interested in purchasing large quantities of bacon dogs using the  
26 SLIT METHOD. 7-11's interest in purchasing bacon dogs using the SLIT  
27 METHOD was not publicly known.

28 22. Over the next few months, 7-11 placed orders for additional samples

1 of the bacon dogs using the SLIT METHOD in conjunction with the special  
2 industrial oven to further evaluate bacon dogs by 7-11 personnel at its corporate  
3 headquarters. SUPER CHEFS produced these samples at a plant in Oregon,  
4 because STONE GATE did not yet have the special industrial ovens required to  
5 produce the SLIT METHOD bacon dogs.

6 23. On or about March 28, 2014, STONE GATE sent to SUPER CHEFS  
7 a breakdown of costs for the two sizes of bacon dogs, one using a 2 ounce (“8/1”)  
8 hot dog and one using a 4 ounce (“4/1”) hot dog. Each size provided a seven cent  
9 (\$.07) commission to SUPER CHEFS. This \$.07 commission offer was  
10 communicated by Robert Eversman, STONE GATE’s Vice President of Sales and  
11 Marketing, to Jerry Packer, President of SUPER CHEFS. Shortly thereafter Jerry  
12 Packer communicated SUPER CHEFS’ acceptance of the \$.07 commission to  
13 STONE GATE.

14 24. Over the next few months, STONE GATE claimed that it was having  
15 difficulties mass-producing the SLIT METHOD bacon dog and began  
16 experimenting with a bacon dog using a food adhesive (“ADHESIVE METHOD”)  
17 to bind bacon to the hot dog. STONE GATE informed SUPER CHEFS that it was  
18 having more success with the ADHESIVE METHOD and that the results were  
19 more aesthetically pleasing than the SLIT METHOD. SUPER CHEFS agreed to  
20 the new method of adhering the bacon to the hot dog and assisted STONE GATE  
21 in perfecting the ADHESIVE METHOD. The ADHESIVE METHOD employed  
22 the same cooking techniques, including the same special industrial ovens, that had  
23 been developed by SUPER CHEFS. These techniques and the special industrial  
24 oven were unknown to STONE GATE prior to entering into the Confidentiality  
25 Agreement and Commission Agreement with SUPER CHEFS.

26 25. Throughout the process of refining the manufacturing technique and  
27 developing the ADHESIVE METHOD, STONE GATE was in regular  
28 communications with SUPER CHEFS regarding the manufacturing process, the



1 equipment (including the special industrial oven) necessary for optimal cooking,  
2 suppliers, patents for both the SLIT METHOD and ADHESIVE METHOD,  
3 potential 7-11 retail price points, and requirements of United States Department of  
4 Agriculture. In particular, SUPER CHEFS had originally drafted a Hazardous  
5 Analysis of Critical Control Points (HACCP) program for production of the bacon  
6 dog using the SLIT METHOD, as required by the Department of Agriculture.  
7 STONE GATE requested that SUPER CHEFS draft a HACCP program for  
8 production of bacon dogs using the ADHESIVE METHOD. SUPER CHEFS did  
9 further analysis and determined that the same program originally drafted for the  
10 SLIT METHOD could be used for the ADHESIVE METHOD. SUPER CHEFS  
11 sent a copy of this program to STONE GATE's research and development team in  
12 or about April, 2014.

13 26. SUPER CHEFS, which had originally performed its research and  
14 development in an industrial oven that could cook the hot dogs and bacon  
15 uniformly and efficiently, was instrumental during this time in locating another  
16 oven which could do as good or better job for one-third the selling price. STONE  
17 GATE purchased that lower cost oven, which it used and continues to use to this  
18 day to manufacture the bacon dogs.

19 27. During this time (spring-summer 2014), SUPER CHEFS introduced  
20 STONE GATE to Tyson Foods as a potential supplier for the primary ingredients  
21 of the bacon dog: raw bacon and hot dogs. It is PLAINTIFF'S understanding that  
22 STONE GATE eventually used Tyson Foods as its supplier for these primary  
23 ingredients.

24 28. In or around May, 2014, SUPER CHEFS purchased a hot dog grill  
25 roller, which was similar to the type used at 7-11 convenience stores, for final  
26 testing of the bacon dogs at STONE GATE facilities.

27 29. STONE GATE then used SUPER CHEFS' connections at 7-11 to  
28 negotiate a Non-Disclosure Agreement, a Pilot Agreement and later a



1 Manufacturing and Exclusivity Agreement with 7-11 to mass produce and supply  
2 7-11 with bacon dogs for sale at its convenience stores. Prior to entering into  
3 either of these agreements with 7-11, STONE GATE asked for input from SUPER  
4 CHEFS, its counsel and Henry Lopez.

5 30. In an email dated April 3, 2014, Robert Eversman told SUPER  
6 CHEFS by email that “We won’t enter into any agreements without your input  
7 prior to signing.” On April 16, 2014, Robert Eversman sent SUPER CHEFS a  
8 copy of the proposed agreement with 7-11, asking “Jerry and Team” to review and  
9 provide any comments and/or recommendations. Plaintiff believes and thereby  
10 alleges that shortly thereafter, on or about April 17, 2014, STONE GATE entered  
11 into an exclusive manufacturing agreement with 7-11. Under this agreement  
12 STONE GATE has supplied and continues to supply to this day all bacon dogs  
13 being sold through 7-11 convenience stores.

14 31. Despite the agreement between the parties, STONE GATE has  
15 refused to pay SUPER CHEFS the \$.07 commission that SUPER CHEFS is  
16 entitled to under the agreement, or any commission whatsoever. Rather, STONE  
17 GATE is improperly benefitting from the significant research, innovation,  
18 knowledge and investment provided by SUPER CHEFS.

19 32. SUPER CHEFS has been informed that test markets have  
20 demonstrated that participating 7-11 stores will sell approximately ten (10) bacon  
21 dogs per day. SUPER CHEFS has also been informed that by selling bacon dogs  
22 of varying sizes, it is likely that each participating 7-11 store will sell fifteen (15)  
23 bacon dogs per day. SUPER CHEFS has been informed that the bacon dogs  
24 manufactured and sold by DEFENDANTS will be sold at approximately 8000  
25 participating 7-11 stores in North America. The \$.07 commission owed to SUPER  
26 CHEFS by DEFENDANTS based upon sales of ten (10) bacon dogs sold per day  
27 at each of 7-11’s approximately 8,000 participating stores is over \$2,000,000.00  
28 per year. The \$.07 commission owed SUPER CHEFS by DEFENDANTS based

1 upon sales of fifteen (15) bacon dogs sold per day at each of 7-11's approximately  
2 8,000 participating stores is over \$3,000,000.00 per year.

3  
4 **FIRST CAUSE OF ACTION**

5 **BREACH OF WRITTEN CONTRACT (CONFIDENTIALITY**  
6 **AGREEMENT)**

7 **(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

8 33. SUPER CHEFS herein incorporates all preceding paragraphs, as  
9 though fully set forth herein.

10 34. On or about November 2012, SUPER CHEFS approached  
11 DEFENDANTS' food manufacturing companies, regarding the possibility of  
12 DEFENDANTS entering into an agreement with SUPER CHEFS in order to  
13 manufacture bacon dogs using the SLIT METHOD in conjunction with the special  
14 oven, to fulfill the needs of 7-11 and other companies, and, in exchange, SUPER  
15 CHEFS would receive a commission from DEFENDANTS for every bacon dog  
16 sold by DEFENDANTS to any and all companies.

17 35. Prior to disclosing SUPER CHEFS' TRADE SECRETS to  
18 DEFENDANTS, SUPER CHEFS and DEFENDANTS entered into a written  
19 Confidentiality Agreement in which, in consideration for receipt of SUPER  
20 CHEFS' TRADE SECRETS, DEFENDANTS agreed not to use SUPER CHEFS'  
21 TRADE SECRETS to "unfairly compete" with SUPER CHEFS, or to "obtain  
22 unfair advantage" over SUPER CHEFS, to maintain the confidentiality of SUPER  
23 CHEFS' TRADE SECRETS, and not to use SUPER CHEFS' TRADE SECRETS  
24 in connection with any commercial activity which may be comparable to the  
25 commercial activity that the parties had contemplated upon entering into the  
26 Confidentiality Agreement. A true and correct copy of the written Confidentiality  
27 Agreement is attached hereto as Exhibit A.

28 36. In addition to the Confidentiality Agreement, SUPER CHEFS and

1 DEFENDANTS also entered into a written Commission Agreement. Attached as  
 2 Exhibit B is a true and correct copy of the Commission Agreement. Pursuant to  
 3 the Commission Agreement, DEFENDANTS were to receive, produce, invoice,  
 4 and ship orders for products for customers that were secured by SUPER CHEFS.  
 5 Both SUPER CHEFS and DEFENDANTS were required to mutually agree on the  
 6 selling price for the products sold to customers secured by SUPER CHEFS. The  
 7 parties were also required to agree to the amount of commission to be received by  
 8 SUPER CHEFS, prior to setting the selling price, and therefore prior to selling the  
 9 products to customers secured by SUPER CHEFS. The Commission Agreement  
 10 also specified that “Neither PARTY may circumvent the other PARTY, nor  
 11 interfere in the business of the other PARTY, in any manner whatsoever, whereby  
 12 the financial well-being of the other PARTY is lessened or diminished.”

13 37. Robert Eversman, DEFENDANTS’ Vice President of Sales and  
 14 Marketing, entered into the Confidentiality Agreement and the Commission  
 15 Agreement on behalf of DEFENDANTS. In an email sent on Friday, November  
 16 16, 2012, Robert Eversman, DEFENDANTS’ Vice President of Sales and  
 17 Marketing, notified Jerry Packer, President of SUPER CHEFS in writing that  
 18 DEFENDANTS had agreed to the terms of both the Confidentiality Agreement  
 19 and the Commission Agreement. In the same email, Robert Eversman,  
 20 DEFENDANTS’ Vice President of Sales and Marketing, provided Jerry Packer,  
 21 President of SUPER CHEFS, signed copies of the Confidentiality Agreement and  
 22 the Commission Agreement. Attached as Exhibit C is a true and correct copy of  
 23 the November 16, 2012 email from Robert Eversman, DEFENDANTS’ Vice  
 24 President of Sales and Marketing, to Jerry Packer, President of SUPER CHEFS.

25 38. The parties’ Confidentiality Agreement included a provision in which  
 26 DEFENDANTS agreed:

27 not to use any Confidential Information of the Disclosing  
 28 Party to unfairly compete or obtain unfair advantage vis  
 a vis Disclosing Party in any commercial activity which  
 may be comparable to the commercial activity

1 contemplated by the parties in connection with the  
2 Business Purposes;

3 Exh. A, Section 2d.

4 39. Pursuant to Paragraph 2d of the Confidentiality Agreement, the  
5 Confidentiality Agreement expressly precluded DEFENDANTS from using  
6 SUPER CHEFS' TRADE SECRETS "to unfairly compete or obtain unfair  
7 advantage" "in any commercial activity which may be comparable to the  
8 commercial activity contemplated by the parties in connection with the Business  
9 Purposes."

10 40. Similarly, the Commission Agreement precluded DEFENDANTS  
11 from selling bacon dogs manufactured by DEFENDANTS using SUPER CHEFS'  
12 TRADE SECRETS to 7-11, without first agreeing with SUPER CHEFS as to the  
13 price to be charged to 7-11, and as to the commission that would be received by  
14 SUPER CHEFS. In fact, STONE GATE never presented to SUPER CHEFS the  
15 current pricing of the bacon dogs being marketed to 7-11.

16 41. After SUPER CHEFS' TRADE SECRETS had been disclosed to  
17 DEFENDANTS, pursuant to the terms of the Confidentiality Agreement and the  
18 Commission Agreement, DEFENDANTS stated that they were interested in  
19 manufacturing bacon dogs using the SLIT METHOD in conjunction with the  
20 special oven, as well as manufacturing other products formulated by SUPER  
21 CHEFS, and DEFENDANTS would pay a commission to SUPER CHEFS for  
22 every unit of every product sold by DEFENDANTS. The bacon dogs  
23 manufactured using the SLIT METHOD in conjunction with the special oven  
24 would be sold by DEFENDANTS to 7-11 and to other customers.

25 42. In reliance on DEFENDANTS signing the Confidentiality Agreement  
26 and the Commission Agreement, SUPER CHEFS spent a tremendous amount of  
27 time and expended substantial energy and resources providing samples of bacon  
28 dogs using the SLIT METHOD in conjunction with the special oven to 7-11, in  
order to establish that the SLIT METHOD in conjunction with the special oven

1 met 7-11's needs and met with the approval of those in charge at 7-11. After the  
2 SLIT METHOD in conjunction with the special oven had been extensively  
3 evaluated by those in charge at 7-11, 7-11 told SUPER CHEFS that it had "broken  
4 the code" and developed the method for producing bacon dogs that 7-11 had been  
5 seeking for years.

6 43. After telling SUPER CHEFS that it had "broken the code" and  
7 developed the method to produce the bacon dogs that 7-11 was looking for, 7-11  
8 informed SUPER CHEFS that it was interested in test marketing bacon dogs using  
9 the SLIT METHOD in conjunction with the special oven, in some of its  
10 convenience stores, and, providing sales of bacon dogs in the test markets were  
11 successful, 7-11 would be interested in purchasing large quantities of bacon dogs  
12 using the SLIT METHOD in conjunction with the special oven. 7-11's interest in  
13 purchasing bacon dogs using the SLIT METHOD in conjunction with the special  
14 oven was not publicly known.

15 44. In order for SUPER CHEFS and DEFENDANTS to jointly provide  
16 the bacon dogs for 7-11's needs, DEFENDANTS offered to use SUPER CHEFS'  
17 TRADE SECRETS from SUPER CHEFS in consideration of a payment of \$.07  
18 commission paid by DEFENDANTS to SUPER CHEFS for every bacon dog sold  
19 by DEFENDANTS to 7-11 as well as to any other company. Attached as Exhibit  
20 C is a true and correct copy of DEFENDANTS' offer to SUPER CHEFS.

21 45. DEFENDANTS' offer to pay \$.07 commission to SUPER CHEFS for  
22 every bacon dog sold by DEFENDANTS to 7-11 as well as to any other company,  
23 in consideration for using SUPER CHEFS' TRADE SECRETS, including the  
24 SLIT METHOD in conjunction with the special oven, was communicated by  
25 Robert Eversman, DEFENDANTS' Vice President of Sales and Marketing, to  
26 Jerry Packer, President of SUPER CHEFS.

27 46. Jerry Packer, President, on behalf of SUPER CHEFS then accepted  
28 DEFENDANTS' offer of a payment of a \$.07 commission by DEFENDANTS to

1 SUPER CHEFS for every bacon dog sold by DEFENDANTS to 7-11, as well as to  
2 any other company.

3 47. In addition to providing DEFENDANTS with the SLIT METHOD in  
4 conjunction with the special oven, SUPER CHEFS provided DEFENDANTS with  
5 the knowledge that in order to efficiently mass produce bacon dogs, it was  
6 necessary to use a special oven.

7 48. After providing DEFENDANTS with the SLIT METHOD and the  
8 knowledge as to how bacon dogs could be mass produced efficiently using the  
9 SLIT METHOD in conjunction with the special oven, SUPER CHEFS used its  
10 connections at 7-11 to provide DEFENDANTS with the opportunity to present 7-  
11 11 with the opportunity to purchase mass-produced quantities of bacon dogs from  
12 DEFENDANTS. 7-11 then entered into agreement(s) with DEFENDANTS to  
13 purchase mass-produced quantities of bacon dogs from DEFENDANTS.

14 49. DEFENDANTS, after having entered into agreement(s) with 7-11 to  
15 mass produce bacon dogs for 7-11, began manufacturing bacon dogs for 7-11, and  
16 continue to do so today.

17 50. DEFENDANTS are manufacturing bacon dogs for 7-11 utilizing a  
18 modified version of the SLIT METHOD in conjunction with the special oven, the  
19 knowledge of which was provided to DEFENDANTS by SUPER CHEFS.

20 51. Pursuant to SUPER CHEFS' agreement with DEFENDANTS,  
21 SUPER CHEFS is entitled to a \$.07 commission for every bacon dog produced  
22 and sold by DEFENDANTS to 7-11, as well as to any other company.

23 52. On or about October 2, 2014, DEFENDANTS refused to pay the \$.07  
24 commission to SUPER CHEFS for every bacon dog sold by DEFENDANTS to 7-  
25 11 as well as to any other company despite DEFENDANTS' express written  
26 agreement to do so.

27 53. On or about October 2, 2014, DEFENDANTS breached the terms of  
28 the Confidentiality Agreement when DEFENDANTS sold bacon dogs to 7-11, and



1 continue to do so, without paying commissions to SUPER CHEFS, in violations  
2 of DEFENDANTS' obligation (1) not to use SUPER CHEFS' TRADE SECRETS  
3 to unfairly compete with SUPER CHEFS, or to obtain unfair advantage over  
4 SUPER CHEFS, and (2) not to use SUPER CHEFS' TRADE SECRETS in  
5 connection with any commercial activity which may be comparable to the  
6 commercial activity that the parties had contemplated upon entering into the  
7 Confidentiality Agreement. DEFENDANTS' actions in selling bacon dogs to 7-  
8 11 without paying the commission to which SUPER CHEFS is entitled are also  
9 violations of DEFENDANTS' obligations under the Commission Agreement and  
10 DEFENDANTS' express agreement to pay \$.07 commission to SUPER CHEFS  
11 for every bacon dog sold by DEFENDANTS to 7-11 as well as to any other  
12 company.

13       54. SUPER CHEFS has been informed that test markets have  
14 demonstrated that participating 7-11 stores will sell approximately ten (10) bacon  
15 dogs per day. SUPER CHEFS has also been informed that by selling bacon dogs  
16 of varying sizes, it is likely that each participating 7-11 store will sell fifteen (15)  
17 bacon dogs per day. SUPER CHEFS has been informed that the bacon dogs  
18 manufactured and sold by DEFENDANTS will be sold at approximately 8000  
19 participating 7-11 stores in North America. The \$.07 commission owed to SUPER  
20 CHEFS by DEFENDANTS based upon sales of ten (10) bacon dogs sold per day  
21 at each of 7-11's approximately 8,000 participating stores is over \$2,000,000.00  
22 per year. The \$.07 commission owed SUPER CHEFS by DEFENDANTS based  
23 upon sales of fifteen (15) bacon dogs sold per day at each of 7-11's approximately  
24 8,000 participating stores is over \$3,000,000.00 per year.

25       55. SUPER CHEFS performed all terms of the Confidentiality  
26 Agreement.

27       56. SUPER CHEFS never granted DEFENDANTS permission to  
28 produce bacon dogs for 7-11 without properly compensating SUPER CHEFS.



1           57. DEFENDANTS' production and sale of bacon dogs to 7-11 was, and  
 2 continues to be, a breach of DEFENDANTS' contractual obligations pursuant to  
 3 the terms of DEFENDANTS' written Confidentiality Agreement with SUPER  
 4 CHEFS.

5           58. As a proximate cause of DEFENDANTS, and each of them, having  
 6 breached the terms of the Confidentiality Agreement with SUPER CHEFS,  
 7 SUPER CHEFS has been damaged in an amount to be proven at trial, plus interest  
 8 thereon at a rate of ten percent (10%) per annum from October 2, 2014, plus  
 9 attorneys' fees pursuant to Paragraphs 8 and 12 of the Confidentiality Agreement  
 10 in an amount to be proven at trial, plus costs.

11           59. STONE GATE'S actions in selling bacon dogs to 7-11 without  
 12 paying commissions to SUPER CHEFS is a violation of DEFENDANTS'  
 13 obligation (1) not to use SUPER CHEFS' TRADE SECRETS to unfairly compete  
 14 with SUPER CHEFS, or to obtain unfair advantage over SUPER CHEFS, and (2)  
 15 not to use SUPER CHEFS' TRADE SECRETS in connection with any  
 16 commercial activity which may be comparable to the commercial activity that the  
 17 parties had contemplated upon entering into the Confidentiality Agreement.  
 18 DEFENDANTS' actions in selling bacon dogs to 7-11 without paying the  
 19 commission to which SUPER CHEFS is entitled are also violations of  
 20 DEFENDANTS' obligations under the Commission Agreement and  
 21 DEFENDANTS' express agreement to pay \$.07 commission to SUPER CHEFS  
 22 for every bacon dog sold by DEFENDANTS to 7-11 as well as to any other  
 23 company.

## 24                           **SECOND CAUSE OF ACTION**

### 25           **BREACH OF WRITTEN CONTRACT (COMMISSION AGREEMENTS)**

#### 26                   **(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

27           60. SUPER CHEFS herein incorporates all preceding paragraphs, as  
 28 though fully set forth herein.

1           61. On or about November 2012, SUPER CHEFS approached  
2 DEFENDANTS' food manufacturing companies, regarding the possibility of  
3 DEFENDANTS entering into an agreement with SUPER CHEFS in order to  
4 manufacture bacon dogs using the SLIT METHOD in conjunction with the special  
5 oven, to fulfill the needs of 7-11 and other companies, and, in exchange, SUPER  
6 CHEFS would receive a commission from DEFENDANTS for every bacon dog  
7 sold by DEFENDANTS to any and all companies.

8           62. Prior to disclosing SUPER CHEFS' TRADE SECRETS to  
9 DEFENDANTS, SUPER CHEFS and DEFENDANTS entered into a written  
10 Confidentiality Agreement in which, in consideration for receipt of SUPER  
11 CHEFS' TRADE SECRETS, DEFENDANTS agreed not to use SUPER CHEFS'  
12 TRADE SECRETS to "unfairly compete" with SUPER CHEFS, or to "obtain  
13 unfair advantage" over SUPER CHEFS, to maintain the confidentiality of SUPER  
14 CHEFS' TRADE SECRETS, and not to use SUPER CHEFS' TRADE SECRETS  
15 in connection with any commercial activity which may be comparable to the  
16 commercial activity that the parties had contemplated upon entering into the  
17 Confidentiality Agreement. A true and correct copy of the written Confidentiality  
18 Agreement is attached hereto as Exhibit A.

19           63. In addition to the Confidentiality Agreement, SUPER CHEFS and  
20 DEFENDANTS also entered into a written Commission Agreement. Attached as  
21 Exhibit B is a true and correct copy of the Commission Agreement. Pursuant to  
22 the Commission Agreement, DEFENDANTS were to receive, produce, invoice,  
23 and ship orders for products for customers that were secured by SUPER CHEFS.  
24 Both SUPER CHEFS and DEFENDANTS were required to mutually agree on the  
25 selling price for the products sold to customers secured by SUPER CHEFS. The  
26 parties were also required to agree to the amount of commission to be received by  
27 SUPER CHEFS, prior to setting the selling price, and therefore prior to selling the  
28 products to customers secured by SUPER CHEFS. The Commission Agreement

1 also specified that “Neither PARTY may circumvent the other PARTY, nor  
 2 interfere in the business of the other PARTY, in any manner whatsoever, whereby  
 3 the financial well-being of the other PARTY is lessened or diminished.”

4 64. Robert Eversman, DEFENDANTS’ Vice President of Sales and  
 5 Marketing, entered into the Confidentiality Agreement and the Commission  
 6 Agreement on behalf of DEFENDANTS. In an email sent on Friday, November  
 7 16, 2012, Robert Eversman, DEFENDANTS’ Vice President of Sales and  
 8 Marketing, notified Jerry Packer, President of SUPER CHEFS in writing that  
 9 DEFENDANTS had agreed to the terms of both the Confidentiality Agreement  
 10 and the Commission Agreement. In the same email, Robert Eversman,  
 11 DEFENDANTS’ Vice President of Sales and Marketing, provided Jerry Packer,  
 12 President of SUPER CHEFS, signed copies of the Confidentiality Agreement and  
 13 the Commission Agreement. Attached as Exhibit C is a true and correct copy of  
 14 the November 16, 2012 email from Robert Eversman, DEFENDANTS’ Vice  
 15 President of Sales and Marketing, to Jerry Packer, President of SUPER CHEFS.

16 65. The parties’ Confidentiality Agreement included a provision in which  
 17 DEFENDANTS agreed:

18 not to use any Confidential Information of the Disclosing  
 19 Party to unfairly compete or obtain unfair advantage vis  
 20 a vis Disclosing Party in any commercial activity which  
 21 may be comparable to the commercial activity  
 22 contemplated by the parties in connection with the  
 23 Business Purposes;

24 Exh. A, Section 2d.

25 66. Pursuant to Paragraph 2d of the Confidentiality Agreement, the  
 26 Confidentiality Agreement expressly precluded DEFENDANTS from using  
 27 SUPER CHEFS’ TRADE SECRETS “to unfairly compete or obtain unfair  
 28 advantage” “in any commercial activity which may be comparable to the  
 commercial activity contemplated by the parties in connection with the Business  
 Purposes.”

67. Similarly, the Commission Agreement precluded DEFENDANTS

1 from selling bacon dogs manufactured by DEFENDANTS using SUPER CHEFS'  
2 TRADE SECRETS to 7-11, without first agreeing with SUPER CHEFS as to the  
3 price to be charged to 7-11, and as to the commission that would be received by  
4 SUPER CHEFS.

5 68. After SUPER CHEFS' TRADE SECRETS had been disclosed to  
6 DEFENDANTS pursuant to the terms of the Confidentiality Agreement and the  
7 Commission Agreement, DEFENDANTS stated that they were interested in  
8 manufacturing bacon dogs using the SLIT METHOD in conjunction with the  
9 special oven as well as manufacturing other products formulated by SUPER  
10 CHEFS, and DEFENDANTS would pay a commission to SUPER CHEFS for  
11 every unit of every product sold by DEFENDANTS. The bacon dogs  
12 manufactured using the SLIT METHOD in conjunction with the special oven  
13 would be sold by DEFENDANTS to 7-11 and to other customers.

14 69. In reliance on DEFENDANTS signing the Confidentiality Agreement  
15 and the Commission Agreement, SUPER CHEFS spent a tremendous amount of  
16 time and expended substantial energy and resources providing samples of bacon  
17 dogs using the SLIT METHOD in conjunction with the special oven to 7-11, in  
18 order to establish that the SLIT METHOD in conjunction with the special oven  
19 met 7-11's needs and met with the approval of those in charge at 7-11. After the  
20 SLIT METHOD in conjunction with the special oven had been extensively  
21 evaluated by those in charge at 7-11, 7-11 told SUPER CHEFS that it had "broken  
22 the code" and developed the method for producing bacon dogs that 7-11 had been  
23 seeking for years.

24 70. After telling SUPER CHEFS that it had "broken the code" and  
25 developed the method to produce the bacon dogs that 7-11 was looking for, 7-11  
26 informed SUPER CHEFS that it was interested in test marketing bacon dogs using  
27 the SLIT METHOD in conjunction with the special oven, in some of its  
28 convenience stores, and, providing sales of bacon dogs in the test markets were

1 successful, 7-11 would be interested in purchasing large quantities of bacon dogs  
2 using the SLIT METHOD in conjunction with the special oven. 7-11's interest in  
3 purchasing bacon dogs using the SLIT METHOD in conjunction with the special  
4 oven was not publicly known.

5 71. In order for SUPER CHEFS and DEFENDANTS to jointly provide  
6 the bacon dogs for 7-11's needs, DEFENDANTS offered to use SUPER CHEFS'  
7 TRADE SECRETS from SUPER CHEFS in consideration of a payment of \$.07  
8 commission paid by DEFENDANTS to SUPER CHEFS for every bacon dog sold  
9 by DEFENDANTS to 7-11 as well as to any other company. Attached as Exhibit  
10 D is a true and correct copy of DEFENDANTS' offer to SUPER CHEFS.

11 72. DEFENDANTS' offer to pay \$.07 commission to SUPER CHEFS for  
12 every bacon dog sold by DEFENDANTS to 7-11 as well as to any other company,  
13 in consideration for using SUPER CHEFS' TRADE SECRETS, including the  
14 SLIT METHOD in conjunction with the special oven, was communicated by  
15 Robert Eversman, DEFENDANTS' Vice President of Sales and Marketing, to  
16 Jerry Packer, President of SUPER CHEFS.

17 73. Jerry Packer, President, on behalf of SUPER CHEFS then accepted  
18 DEFENDANTS' offer of a payment of a \$.07 commission by DEFENDANTS to  
19 SUPER CHEFS for every bacon dog sold by DEFENDANTS to 7-11, as well as to  
20 any other company.

21 74. In addition to providing DEFENDANTS with the SLIT METHOD,  
22 SUPER CHEFS provided DEFENDANTS with the knowledge that in order to  
23 efficiently mass produce bacon dogs, it was necessary to use a special oven.  
24 SUPER CHEFS used a tremendous amount of effort, time, and resources in  
25 locating several special ovens. SUPER CHEFS also spent a tremendous amount  
26 of effort, time, and resources producing samples of bacon dogs in several special  
27 ovens, comparing and evaluating the results related to cooking the bacon dogs.

28 75. After providing DEFENDANTS with the SLIT METHOD and the

1 knowledge as to how bacon dogs could be mass produced efficiently using the  
2 SLIT METHOD in conjunction with the special oven, SUPER CHEFS used its  
3 connections at 7-11 to provide DEFENDANTS with the opportunity to present 7-  
4 11 with the opportunity to purchase mass-produced quantities of bacon dogs from  
5 DEFENDANTS. PLAINTIFF believes and on that basis alleges that 7-11 then  
6 entered into agreement(s) with DEFENDANTS to purchase mass-produced  
7 quantities of bacon dogs from DEFENDANTS.

8 76. DEFENDANTS, after having entered into agreement(s) with 7-11 to  
9 mass produce bacon dogs for 7-11, began manufacturing bacon dogs for 7-11, and  
10 continue to do so today.

11 77. DEFENDANTS are manufacturing bacon dogs for 7-11 utilizing a  
12 modified version of the SLIT METHOD in conjunction with the special oven, the  
13 knowledge of which was provided to DEFENDANTS by SUPER CHEFS.

14 78. Pursuant to SUPER CHEFS' agreement with DEFENDANTS,  
15 SUPER CHEFS is entitled to a \$.07 commission for every bacon dog produced  
16 and sold by DEFENDANTS to 7-11, as well as to any other company.

17 79. On or about October 2, 2014, DEFENDANTS refused to pay the \$.07  
18 commission to SUPER CHEFS for every bacon dog sold by DEFENDANTS to 7-  
19 11 as well as to any other company despite DEFENDANTS' express written  
20 agreement to do so.

21 80. On or about October 2, 2014, DEFENDANTS breached the terms of  
22 the Confidentiality Agreement when DEFENDANTS sold bacon dogs to 7-11, and  
23 whom continue to do so, without paying commissions to SUPER CHEFS, in  
24 violations of DEFENDANTS' obligation (1) not to use SUPER CHEFS' TRADE  
25 SECRETS to unfairly compete with SUPER CHEFS, or to obtain unfair advantage  
26 over SUPER CHEFS, and (2) not to use SUPER CHEFS' TRADE SECRETS in  
27 connection with any commercial activity which may be comparable to the  
28 commercial activity that the parties had contemplated upon entering into the



1 Confidentiality Agreement.

2 81. On or about October 2, 2014, DEFENDANTS also breached the  
3 terms of the Commission Agreement and DEFENDANTS' express agreement to  
4 pay a commission of \$.07 to SUPER CHEFS for every bacon dog sold to 7-11 as  
5 well as to any other company, when DEFENDANTS sold, and continue to sell  
6 bacon dogs to 7-11 without paying the commission to which SUPER CHEFS is  
7 entitled.

8 82. SUPER CHEFS has been informed that test markets have  
9 demonstrated that participating 7-11 stores will sell approximately ten (10) bacon  
10 dogs per day. SUPER CHEFS has also been informed that by selling bacon dogs  
11 of varying sizes, it is likely that each participating 7-11 store will sell fifteen (15)  
12 bacon dogs per day. SUPER CHEFS has been informed that the bacon dogs  
13 manufactured and sold by DEFENDANTS will be sold at approximately 8000  
14 participating 7-11 stores in North America. The \$.07 commission owed to SUPER  
15 CHEFS by DEFENDANTS based upon sales of ten (10) bacon dogs sold per day  
16 at each of 7-11's approximately 8,000 participating stores is over \$2,000,000.00  
17 per year. The \$.07 commission owed SUPER CHEFS by DEFENDANTS based  
18 upon sales of fifteen (15) bacon dogs sold per day at each of 7-11's approximately  
19 8,000 participating stores is over \$3,000,000.00 per year.

20 83. SUPER CHEFS performed all terms of the Commission Agreement  
21 and DEFENDANTS' express agreement to pay a commission of \$.07 to SUPER  
22 CHEFS for every bacon dog sold to 7-11, as well as to any other company.

23 84. SUPER CHEFS never granted DEFENDANTS permission to produce  
24 bacon dogs for 7-11 without properly compensating SUPER CHEFS.

25 85. DEFENDANTS' production and sale of bacon dogs to 7-11 was, and  
26 continues to be, a breach of DEFENDANTS' contractual obligations pursuant to  
27 the terms of the Commission Agreement and DEFENDANTS' express agreement  
28 to pay a commission of \$.07 to SUPER CHEFS for every bacon dog sold to 7-11,



1 as well as any other company.

2 86. As a proximate cause of DEFENDANTS, and each of them, having  
3 breached the terms of the Commission Agreement and DEFENDANTS' express  
4 agreement to pay a commission of \$.07 to SUPER CHEFS for every bacon dog  
5 sold to 7-11, as well as to any other company, SUPER CHEFS has been damaged  
6 in an amount to be proven at trial, plus interest thereon at a rate of ten percent  
7 (10%) per annum from October 2, 2014, plus costs.

### 8 9 **THIRD CAUSE OF ACTION**

#### 10 **FRAUD**

#### 11 **(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

12 87. SUPER CHEFS herein incorporates all preceding paragraphs, as  
13 though fully set forth herein.

14 88. In or about March, 2014, pursuant to the Commission Agreement, the  
15 STONE GATE and SUPER CHEFS agreed to a seven cent (\$.07) commission  
16 based on the proposed cost structure and retail selling price of the bacon dogs. In  
17 reliance on this agreement, SUPER CHEFS continued to work with STONE  
18 GATE, providing it with significant expertise, legal and technical advice, contacts  
19 and capital investment. This was done in reliance upon DEFENDANTS'  
20 representations leading SUPER CHEFS to believe that the Commission  
21 Agreement and agreed upon \$.07 commission were controlling. At no time did  
22 DEFENDANTS indicate to SUPER CHEFS that the Commission Agreement was,  
23 for any reason, no longer operational or that the agreed-upon commission had  
24 been revised.

25 89. Contrary to STONE GATE's foregoing representations and  
26 omissions, the reality was that STONE GATE had decided at some time prior to  
27 October, 2014, not to honor the Commission Agreement and agreed-upon \$.07  
28 commission. Accordingly, DEFENDANTS knew at the time when made that their

1 representations to SUPER CHEFS, between March and October 2014, as set forth  
 2 herein, were false and/or misleading. DEFENDANTS continued to lead SUPER  
 3 CHEFS to believe that it would honor the Commission Agreement and mutually  
 4 agreed-upon \$.07 commission, in order to induce SUPER CHEFS to continue to  
 5 offer its considerable experience, expertise, innovation, hard work and capital  
 6 investments to ensure the success of the bacon dog deal with 7-11.

7 90. As a result of DEFENDANTS' fraudulent conduct, SUPER CHEFS  
 8 has been damaged by DEFENDANTS in an amount according to proof at trial.

9 91. The aforementioned conduct of DEFENDANTS constituted making  
 10 intentional misrepresentations, deceit, and concealment of material facts known to  
 11 the DEFENDANTS, with the intention on the part of the DEFENDANTS of  
 12 thereby depriving SUPER CHEFS of property or legal rights or otherwise causing  
 13 damages, and was despicable conduct that subjected SUPER CHEFS to a cruel  
 14 and unjust hardship in conscious disregard of SUPER CHEFS' rights, so as to  
 15 justify an award of exemplary and punitive damages.

#### 16 **FOURTH CAUSE OF ACTION**

#### 17 **NEGLIGENT MISREPRESENTATION**

#### 18 **(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

19 92. SUPER CHEFS herein incorporates all preceding paragraphs, as  
 20 though fully set forth herein.

21 93. In or about March, 2014, pursuant to the Commission Agreement, the  
 22 STONE GATE and SUPER CHEFS agreed to a seven cent (\$.07) commission  
 23 based on the proposed cost structure and retail selling price of the bacon dogs. In  
 24 reliance upon this agreement, SUPER CHEFS continued to work with STONE  
 25 GATE, providing it with significant expertise, legal and technical advice, contacts  
 26 and capital investment. This was done in reliance upon STONE GATE's  
 27 representations leading SUPER CHEFS to believe that the Commission  
 28

1 Agreement and agreed upon \$.07 commission were controlling. At no time did  
 2 DEFENDANTS indicate to SUPER CHEFS that the Commission Agreement was,  
 3 for any reason, no longer operational or that the agreed-upon commission had  
 4 been revised.

5 94. Contrary to DEFENDANTS' foregoing representations and  
 6 omissions, the reality was that STONE GATE had decided at some time prior to  
 7 October, 2014, not to honor the Commission Agreement and agreed-upon \$.07  
 8 commission. Accordingly, DEFENDANTS made the representations to SUPER  
 9 CHEFS between March and October 2014, as set forth herein, without any  
 10 reasonable basis for their truthfulness. DEFENDANTS continued to lead SUPER  
 11 CHEFS to believe that it would honor the Commission Agreement and mutually  
 12 agreed-upon \$.07 commission, in order to induce SUPER CHEFS to continue to  
 13 offer its considerable experience, expertise, innovation, hard work and capital  
 14 investments to ensure the success of the bacon dog deal with 7-11.

15 95. As a result of DEFENDANTS' negligence, SUPER CHEFS has been  
 16 damaged by DEFENDANTS in an amount according to proof at trial.

## 17 FIFTH CAUSE OF ACTION

### 18 INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC 19 RELATIONS

#### 20 (SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)

21 96. SUPER CHEFS herein incorporates all preceding paragraphs, as  
 22 though fully set forth herein.

23 97. Beginning in or around April 2012, SUPER CHEFS had been  
 24 working on developing a bacon dog which would satisfy the standards of 7-11 for  
 25 the purpose of manufacturing and supplying (with the assistance of a food  
 26 manufacturer) bacon dogs to all of 7-11's convenience stores. Beginning on or  
 27 around February 19, 2014, SUPER CHEFS had met with 7-11 and had presented  
 28

1 samples of a prototype bacon dog. The prototype was well received by 7-11  
 2 representatives, who requested additional samples for market testing. Absent  
 3 interference by any outside forces, SUPER CHEFS could have reasonably  
 4 expected to realize significant profits from the resulting economic relationship  
 5 with 7-11, including the sale of bacon dogs in about 8,000 stores operated by 7-11,  
 6 as well as sales to other customers.

7 98. As of February 2014, DEFENDANTS were well aware of all of the  
 8 facts laid out in the preceding paragraph.

9 99. In an effort to increase its profits at the expense of SUPER CHEFS,  
 10 DEFENDANTS used SUPER CHEFS' contacts, ideas, experience, research,  
 11 advice and financial backing to develop its own bacon dog and pitch the idea to 7-  
 12 11, in abrogation of the parties' Confidentiality Agreement and Commission  
 13 Agreement. Furthermore, DEFENDANTS did not inform SUPER CHEFS that it  
 14 would be abrogating the parties' Confidentiality Agreement and Commission  
 15 Agreement and striking its own deal with 7-11, so that SUPER CHEFS would  
 16 continue to provide advice and support to STONE GATE, thereby ensuring the  
 17 success of the STONE GATE deal.

18 100. As a result of DEFENDANTS' actions, SUPER CHEFS was cut out  
 19 of the bacon dog agreement that 7-11 eventually entered into with STONE GATE.

20 101. As a result of DEFENDANTS' interference with SUPER CHEFS'  
 21 prospective economic advantage, SUPER CHEFS has been damaged in an amount  
 22 according to proof at trial.

## 23 **SIXTH CAUSE OF ACTION**

### 24 **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC** 25 **RELATIONS**

#### 26 **(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

27 102. SUPER CHEFS herein incorporates all preceding paragraphs, as  
 28 though fully set forth herein.

1           103. Beginning in or around April 2012, SUPER CHEFS had been  
2 working on developing a bacon dog which would satisfy the standards of 7-11 for  
3 the purpose of manufacturing and supplying (with the assistance of a food  
4 manufacturer) bacon dogs to all of 7-11's convenience stores. Beginning in or  
5 around February 2014, SUPER CHEFS had met with 7-11 and had presented  
6 samples of a prototype bacon dog. The prototype was well received by 7-11  
7 representatives, who requested additional samples for in-house corporate testing.  
8 Absent interference by any outside forces, SUPER CHEFS could have reasonably  
9 expected to realize significant profits from the resulting economic relationship  
10 with 7-11, including the sale of bacon dogs in about 8,000 stores operated by 7-11,  
11 as well as sales to other customers.

12           104. As of February 2014, DEFENDANTS were well aware of all of the  
13 facts laid out in the preceding paragraph.

14           105. In an effort to increase its profits at the expense of SUPER CHEFS,  
15 DEFENDANTS used SUPER CHEFS' contacts, ideas, experience, research,  
16 advice and financial backing to develop its own bacon dog and pitch the idea to 7-  
17 11, in abrogation of the parties' Confidentiality Agreement and Commission  
18 Agreement. Furthermore, DEFENDANTS did not inform SUPER CHEFS that it  
19 would be abrogating the parties' Confidentiality Agreement and Commission  
20 Agreement and striking its own deal with 7-11, so that SUPER CHEFS would  
21 continue to provide advice and support to STONE GATE, thereby ensuring the  
22 success of the STONE GATE deal.

23           106. DEFENDANTS knew or should have known that their actions were  
24 likely to disrupt the relationship between SUPER CHEFS and 7-11.

25           107. As a result of DEFENDANTS' actions, SUPER CHEFS was cut out  
26 of the bacon dog agreement that 7-11 eventually entered into with STONE GATE.

27           108. As a result of DEFENDANTS' interference with SUPER CHEFS'  
28 prospective economic advantage, SUPER CHEFS has been damaged in an amount

1 according to proof at trial.

2  
3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR BUSINESS PRACTICES (Bus. & Prof. Code § 17200 et seq.)**

5 **(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

6 109. SUPER CHEFS herein incorporates all preceding paragraphs, as  
7 though fully set forth herein.

8 110. Throughout the time SUPER CHEFS and DEFENDANTS were  
9 engaged in business dealings relating to selling bacon dogs to 7-11,  
10 DEFENDANTS engaged in the unfair business practices described above, each of  
11 which is specifically incorporated into this Cause of Action by reference.

12 111. DEFENDANTS, and each of them, by engaging in such unlawful,  
13 unfair, deceptive, and fraudulent practices alleged herein, have enriched  
14 themselves at the expense of SUPER CHEFS and have gained an unfair  
15 competitive advantage over law-abiding individuals and entities.

16  
17 **EIGHTH CAUSE OF ACTION**

18 **ACCOUNTING**

19 **(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

20 112. SUPER CHEFS herein incorporates all preceding paragraphs, as  
21 though fully set forth herein.

22 113. SUPER CHEFS is entitled to and hereby demands that  
23 DEFENDANTS provide a complete and thorough financial accounting of all  
24 transactions involving DEFENDANTS' breach of contract and misappropriation  
25 of SUPER CHEFS' economic activities, including, but not limited to, any and all  
26 transactions between DEFENDANTS and 7-11, and any other transactions  
27 involving bacon dogs.  
28

**NINTH CAUSE OF ACTION**

**DECLARATORY RELIEF**

**(SUPER CHEFS Against All DEFENDANTS and DOES 1 to 100)**

114. SUPER CHEFS herein incorporates all preceding paragraphs, as though fully set forth herein.

115. An actual controversy has arisen and now exists between SUPER CHEFS and DEFENDANTS concerning the parties' obligations pursuant to (1) SUPER CHEFS' TRADE SECRETS, (2) Confidentiality Agreement, (3) Commission Agreement, and (4) DEFENDANTS' express agreement to pay a commission of \$.07 for every bacon dog produced and sold by DEFENDANTS to 7-11, as well as to any other company. Specifically, SUPER CHEFS contends that DEFENDANTS have failed to compensate SUPER CHEFS for providing SUPER CHEFS' TRADE SECRETS to DEFENDANTS and assisting DEFENDANTS in developing and marketing the bacon dog to 7-11. In particular, SUPER CHEFS contends that DEFENDANTS are now using SUPER CHEFS' TRADE SECRETS to sell bacon dogs to 7-11, and possibly to other companies, and have failed to compensate SUPER CHEFS for providing SUPER CHEFS' TRADE SECRETS to DEFENDANTS to enable DEFENDANTS to do so. DEFENDANTS contend that they need not compensate SUPER CHEFS.

116. SUPER CHEFS desires a judicial determination of its rights and duties, DEFENDANTS' obligations to SUPER CHEFS, and a declaration that (1) SUPER CHEFS' TRADE SECRETS are legally protected trade secrets, (2) that DEFENDANTS are obligated to compensate SUPER CHEFS for having used, and continuing to use, SUPER CHEFS' TRADE SECRETS, and (3) that DEFENDANTS must compensate SUPER CHEFS for DEFENDANTS' use of SUPER CHEFS' TRADE SECRETS in the future, and (4) that DEFENDANTS must provide SUPER CHEFS with a full and complete accounting of all transactions involving DEFENDANTS' use of SUPER CHEFS' TRADE



1 SECRETS.

2 117. A judicial declaration is necessary and appropriate at this time under  
 3 the circumstances, in order that SUPER CHEFS may ascertain its rights and  
 4 duties and DEFENDANTS' obligations to SUPER CHEFS related to SUPER  
 5 CHEFS' TRADE SECRETS, pursuant to the Confidentiality Agreement and  
 6 Commission Agreement. Should this Court not deem DEFENDANTS required to  
 7 compensate SUPER CHEFS for the use of SUPER CHEFS' TRADE SECRETS,  
 8 DEFENDANTS' wrongful conduct will cause great and irreparable injury to  
 9 SUPER CHEFS.

10 **DEMAND FOR TRIAL BY JURY**

11 **FRCP 38(b)**

12 118. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure,  
 13 SUPER CHEFS demands a trial by jury on all issues triable of right by a jury  
 14 under the Constitution, and laws of the United States of America.

15 **PRAYER FOR RELIEF**

16 119. WHEREFORE, SUPER CHEFS prays for judgment as follows:

17 **On All Causes of Action:**

- 18
- 19 1. For special damages in an amount according to proof at trial;
  - 20 2. For general damages in an amount according to proof at trial;
  - 21 3. For interest at a rate of 10% per annum from October 2, 2014;
  - 22 4. For costs of suit incurred herein; and
  - 23 5. For such other and further relief as this Court may deem just and  
 24 proper.

25

26 **On The First Causes of Action:**

- 27 1. For SUPER CHEFS' reasonable attorneys' fees.
- 28

1 **On The Third and Seventh Causes of Action:**

- 2 1. For exemplary and punitive damages.

3  
4 **On The Eighth Cause of Action:**

- 5 1. For an accounting of all transactions between any of the  
6 DEFENDANTS and 7-11 since December 2012.  
7 2. For an accounting of all transactions between any of the  
8 DEFENDANTS and any other retailer or wholesaler for the supply of  
9 bacon dogs.

10  
11 **On The Ninth Causes of Action:**

- 12 1. For a declaration that the Confidentiality Agreement is in force and  
13 binding upon the parties thereto, including DEFENDANTS.  
14 2. For a declaration that DEFENDANTS are in breach of the  
15 Confidentiality Agreement.  
16 3. For a declaration that the Commission Agreement is in force and  
17 binding upon the parties thereto, including DEFENDANTS.  
18 4. For a declaration that DEFENDANTS are in breach of the  
19 Commission Agreement.  
20 5. For a declaration that the agreement of a \$.07 commission per bacon  
21 dog in force and binding upon the parties thereto, including STONE  
22 GATE.  
23 6. For a declaration that DEFENDANTS are obligated to pay SUPER  
24 CHEFS \$.07 commission per bacon dog sold to 7-11 or any other  
25 company from March 28, 2014 through time immemorial.  
26 6. For a declaration that SUPER CHEFS' TRADE SECRETS are legally  
27 protected trade secrets.  
28

1 Dated: July 6, 2015

THE ALTMAN LAW GROUP

2  
3 By: /s/ Bryan C. Altman  
4 Bryan C. Altman, Esq.  
5 Joel E. Elkins, Esq.  
6 Jordan G. Cohen, Esq.

7 Attorneys for Plaintiff SUPER CHEFS,  
8 INC.  
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